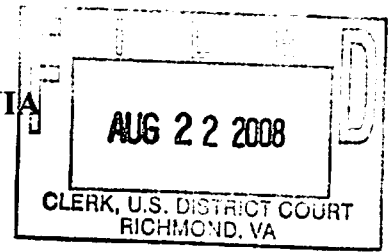


**UNITED STATES DISTRICT COURT
IN THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**



REBECCA REED,

Plaintiff,

v.

Case No. 3:08cv538

**DENT-A-MED, INC. d/b/a HC
PROCESSING CENTER,**

JURY TRIAL DEMANDED

Defendant.

COMPLAINT

NOW COMES the Plaintiff, REBECCA REED, by counsel, and for her Complaint against the Defendant, she alleges as follows:

Introduction

1. This is a class action complaint prosecuted for the Defendant's systematic violations of the Federal Equal Credit Opportunity Act ("ECOA"), 15 U.S.C. §1691, *et seq.* The Defendant accepts and processes consumer credit applications and participates in adverse actions against consumers. Despite this role, the Defendant does not send consumers lawful notices of adverse action as required under the ECOA.

Jurisdiction

2. This complaint is filed for violations of the Equal Credit Opportunity Act, 15 U.S.C. 1691 *et seq.* This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1691e. Venue is proper as all events of the Plaintiff occurred in the Eastern District of Virginia

Parties

3. The Plaintiff to this lawsuit is Rebecca Reed who resides in the Eastern District of

Virginia.

4. Defendant, Dent-A-Med. d/b/a HC Processing Center ("Dent-A-Med"), upon information and belief, is a foreign corporation.
5. Dent-A-Med is a creditor for purposes of the ECOA.

FACTS

6. On or about November 22, 2006, the Plaintiff completed her application for a loan and provided her application to ICON Fitness - EC ("ICON") from her residence in Newport News, Virginia, via the Internet.
7. On or about November 22, 2006, ICON attempted to obtain financing for Plaintiff through Arvest Bank ("Arvest"). Arvest, upon information and belief, relies upon Defendant Dent-A-Med for the purposes of approving and/or denying credit with potential consumers.
8. Defendant Dent-A-Med then obtained and used the Plaintiff's consumer credit report in and for a decision to reject the Plaintiff's loan application.
9. Dent-A-Med participated in the credit decision as to the loan application and the terms of credit that would be made available to Ms. Reed.
10. When this credit decision was rendered upon the Plaintiff's application, it constituted an adverse action. The Plaintiff's loan application was not approved.
11. Dent-A-Med notified Plaintiff of its credit decision within thirty (30) days of the November 22, 2006, application by mailing Plaintiff an adverse action notice.
12. Dent-A-Med's adverse action notice failed to lawfully inform the Plaintiff of the basis for Dent-A-Med's adverse action or to provide a statement of reasons for Dent-A-

Med's adverse action as required by the ECOA.

13. Upon information and belief, the Plaintiff alleges that Dent-A-Med does not have in place procedures necessary to avoid the violations of the ECOA as alleged in this complaint.

PRACTICES AND POLICIES OF CIT

14. It is or was the practice and policy of Dent-A-Med to:
- a. Take adverse action as to consumers without sending appropriate notices under the ECOA;
 - b. Omit any statement of reasons for such adverse action as required by the ECOA; and
 - c. Fail to maintain records of its compliance with the ECOA.

CLASS ALLEGATIONS

15. Dent-A-Med failed to provide lawful adverse action notices to Plaintiff and the class members when so required under the ECOA.
16. Dent-A-Med failed to provide an adequate statement of reasons for its adverse action to Plaintiff and the class members as required under the ECOA.
17. Dent-A-Med failed to maintain records of its compliance with the ECOA with regard to the Plaintiff and the class members.
18. This action is brought as a class action on behalf of the following classes of individuals:
- a. *Class 1 ECOA* – (i) All persons for whom a completed credit application was provided to Dent-A-Med within the preceding two years; (ii) for which Dent-A-Med did not provide credit upon this application; and (iii) to whom Dent-A-Med did provide an ECOA adverse action notice which omitted any statement of

reasons for such action.

19. The class of persons to be represented is so numerous that joinder of all members is impractical.
20. There are questions of law and fact common to the class.
21. Plaintiff's claims are typical of the claims of all the potential class members. All are based on the same legal and remedial theories.
22. Plaintiff will fairly and adequately protect the interest of the class. Plaintiff has retained counsel who is experienced at handling class actions and litigation under the Federal Consumer Credit Protection Act.
23. Certification of the class under Rule 23(b)(3) of the Federal Rules of Civil Procedure is appropriate in that:
 - a. The questions of law or fact common to the members of the class predominate over any questions affecting an individual member, and
 - b. a class action is superior to other available methods for the fair and efficient adjudication of the controversy.
24. There is no impediment to certification of the class to be represented.

COUNT I – Equal Credit Opportunity Act

25. Plaintiff reiterates and incorporates the allegations contained in paragraphs 1 through 24 above as if fully set out herein.
26. The above-alleged actions and omissions of the Defendant violated the ECOA, 15 U.S.C. §1691(d).
27. The Defendant is liable to the Plaintiff for actual damages, punitive damages of \$10,000.00 per violation of the ECOA, or, if certified, for \$500,000.00 plus attorneys fees

and costs, pursuant to 15 U.S.C. §1691e.

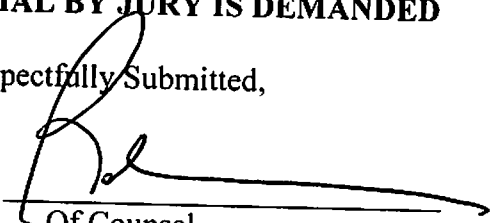
28. The Plaintiff is entitled to declaratory and injunctive relief requiring the Defendant's compliance with the ECOA.

WHEREFORE, your Plaintiff moves for judgment against the Defendant for statutory and punitive damages, attorneys' fees and costs, injunctive and declaratory relief, and such other specific or general relief the Court does find just and appropriate.

TRIAL BY JURY IS DEMANDED

Respectfully Submitted,

By:


Of Counsel

LEONARD A. BENNETT, Esquire, VSB #37523
ROBIN A. ABBOTT, Esquire, VSB #46596
GARY L. ABBOTT, Esquire, VSB # 68829
Consumer Litigation Associates, P.C.
Counsel for Rebecca Reed
12515 Warwick Boulevard, Suite 100
Newport News, Virginia 23606
(757) 930-3660
(757) 930-3662 facsimile
lenbennett@clalegal.com
rabbottlaw@msn.com
garyabbott9@msn.com